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Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

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**FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY**

In the Matter of)
)
Petition of WorldCom, Inc., Pursuant)
to Section 252(e)(5) of the)
Communications Act for Expedited)
Preemption of the Jurisdiction of the)
Virginia State Corporation Commission)
Regarding Interconnection Disputes)
with Verizon-Virginia, Inc., and for)
Expedited Arbitration)

CC Docket No. 00-218

**REBUTTAL TESTIMONY OF CHUCK GOLDFARB, ALAN BUZACOTT,
AND ROY LATHROP**

(Issues III-8, IV-14, IV-15, IV-18, IV-19, IV-21, IV-23, IV-29, VI-1(E), VI-1(J),
VI-1(T), VI-3(B))

September 5, 2001

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1 and loop/transport combinations), Verizon shall provide connectivity at any technically
2 feasible point, not limited to points at which WorldCom collocates on Verizon's
3 premises. It is important to include this provision in the Interconnection Agreement to
4 prevent Verizon from imposing unreasonable restrictions, such as a collocation
5 requirement, on access to unbundled network elements. Indeed, Verizon's proposed
6 contract would require collocation any time two elements are combined, in violation of
7 Federal Communications Commission ("FCC") rules. See Verizon's Propose & Contract
8 at § 1.7.

9
10 **Q. What is the status of this issue?**

11 A. In its Direct Testimony filed August 17, 2001, Verizon stated that this issue is still
12 "under consideration," but did not file any substantive testimony to which we could
13 respond.¹ On Friday, August 31, 2001, Verizon submitted direct testimony on this and
14 other issues. If the Commission accepts this late-filed testimony, we will provide rebuttal
15 testimony on a schedule determined by the Commission.

16
17 **Issue IV-14**

18 **(Incorporating the Provisions of the UNE Remand,**
19 **Advanced Services, and Line Sharing Orders)**

20 **Q. What is WorldCom's position on this issue?**

21 A. WorldCom proposes to reflect in the new Interconnection Agreement the changes
22 in law set forth in FCC Orders in the UNE Remand, Advanced Services and Line Sharing

¹ Verizon VA's Direct Testimony on Mediation Issues, Unbundled Network Elements, Margaret Detch, et al, August 17, 2001 at page 18.

1 proceedings. WorldCom believes that including existing requirements consistent with
2 the FCC's decisions in the Interconnection Agreement will minimize the prospect of
3 disputes regarding WorldCom's rights and Verizon's obligations. Verizon has provided
4 no explanation of why including changes in law consistent with these FCC proceedings is
5 not acceptable. Specifically, Verizon does not assert that WorldCom misstates the
6 requirements of the FCC Orders.

7

8 **Q. What is the status of this issue?**

9 A. Verizon did not address this issue in its Direct Testimony on mediated issues filed
10 August 17, 2001 and thus we are unable to provide rebuttal. During the mediation
11 sessions, Verizon agreed to review the language WorldCom proposed in its letter to the
12 FCC of July 19, 2001 (in particular, the contract terms regarding Line Sharing and Line
13 Splitting). At the time this testimony was written, Verizon had not replied to WorldCom
14 regarding this issue. We recommend the Commission adopt WorldCom's proposed
15 language.

16

17 **Issue IV-15**

18 **(UNE Features, Functions and Capabilities)**

19 **Q. What is WorldCom's position on this issue?**

20 A. WorldCom believes the Interconnection Agreement should include a provision
21 addressing Verizon's obligation to provide unbundled network elements, including all the
22 features, functions, and capabilities, the provision of which is technically feasible, as this
23 is a fundamental obligation imposed on ILECs. WorldCom's proposed language sets

forth the manner in which Verizon shall provide UNEs to avoid ambiguity that may later lead to litigation and delayed access to UNEs to which WorldCom is entitled. Verizon's proposed language would limit availability of elements to those identified in any Verizon tariff, without regard to the provisions of the Interconnection Agreement, which is unreasonable.

Q. What is the status of this issue?

A. Verizon did not address this issue in its Direct Testimony on mediated issues filed August 17, 2001 and thus we are unable to provide rebuttal. Although Verizon listed this issue in its response to Issue VI-1(E), it did not address the substance of this issue. We recommend the Commission adopt WorldCom's proposed language.

Issue IV-18

(Multiplexing)

Q. What is WorldCom's position on this issue?

A. WorldCom believes that the Interconnection Agreement should make clear that multiplexing/concentrating equipment is a feature and function of both unbundled local transport and unbundled loops, and as such WorldCom is entitled to access to this functionality 47 C.F.R. § 51.319(a)(1) (the loop includes attached electronics) and 47 C.F.R. § 51.319(d)(1)(A) (unbundled transport includes all technically feasible capacity-related services).

1 **Q. What is the status of this issue?**

2 A. In its Direct Testimony filed August 17, 2001, Verizon stated that this issue is still
3 under consideration, but did not file any substantive testimony to which we could
4 respond.² On Friday, August 31, 2001, Verizon submitted direct testimony on this and
5 other issues. If the Commission accepts this late-filed testimony, we will provide rebuttal
6 testimony on a schedule determined by the Commission.

7

8

Issue IV-19

9

(Network Interface Device)

10 **Q. What is WorldCom's position on this issue?**

11 A. WorldCom believes that the Interconnection Agreement should contain detailed
12 terms specifying the means of access to, and technical and interface requirements for, the
13 network interface device because including such language will eliminate ambiguity and
14 minimize future disputes as to the rights and obligations of the Parties. Verizon has
15 failed to demonstrate that the existing language (which was negotiated and agreed to by
16 Verizon and WorldCom and included in the current contract approved by the Virginia
17 State Corporation Commission) is unreasonable and has identified no reason to change
18 the existing language.

19

20 **Q. What is the status of this issue?**

21 A. In its Direct Testimony filed August 17, 2001, Verizon stated that this issue is still
22 under consideration, but did not file any substantive testimony to which we could

² Verizon VA's Direct Testimony on Mediation Issues, Unbundled Network Elements, Margaret Detch, et al, August 17, 2001 at page 18.

1 respond.³ On Friday, August 31, 2001, Verizon submitted direct testimony on this and
2 other issues. If the Commission accepts this late-filed testimony, we will provide rebuttal
3 testimony on a schedule determined by the Commission. During the mediation sessions,
4 Verizon agreed to consider the language proposed by WorldCom on August 9, 2001.

5
6 **Issue IV-21**

7 **(Unbundled Dedicated Transport)**

8 **Q. What is WorldCom's position on this issue?**

9 A. WorldCom believes that the Interconnection Agreement should include detailed
10 provisions regarding the availability and definition of unbundled dedicated transport.

11
12 **Q. What is the status of this issue?**

13 A. WorldCom and Verizon agree that dedicated transport is an UNE that Verizon
14 must make available. For the most part, Verizon has accepted WorldCom's contract
15 language, which is derived from the existing contract language. During the mediation
16 sessions, WorldCom and Verizon agreed to the language in WorldCom Sections 9 and 10
17 that appears below, with the following exceptions: whether Verizon will provide OCn
18 dedicated transport on an OCn system, whether WorldCom may use dedicated transport
19 in conjunction with facilities purchased out of special construction-priced tariffs to
20 provide physical redundancy (provision 10.2.2); whether WorldCom may order
21 multiplexing as a feature or function of dedicated transport (provision in 10.2.4); and

³ Verizon VA's Direct Testimony on Mediation Issues, Unbundled Network Elements, Margaret Detch, et al, August 17, 2001 at page 18.

whether WorldCom may order digital cross connects (DCS) as a feature or function of dedicated transport (provisions 10.3-10.3.2.11).

Section 9. Shared Transport

9.1 Definition

9.1.1 Shared Transport means the Verizon-provided transmission facilities shared by more than one carrier, including Verizon, between end office switches and Verizon tandem switches, and between tandem switches in Verizon's network. Shared Transport consists of Verizon inter-office transport facilities and is distinct and separate from Local Switching. Shared Transport is not available without the purchase of Local Switching.

9.2 Technical Requirements

9.2.1 Verizon shall be responsible for the engineering, provisioning, and maintenance of the underlying equipment and facilities that are used to provide Shared Transport.

9.2.2 Pursuant to 47 CFR 51.319(d)(iii), Verizon shall provide MCIm with use of all Technically Feasible transmission facilities, features, functions, and capabilities of Shared Transport that MCIm could use in the provision of telecommunications services.

Section 10. Dedicated Transport

10.1 Definition

10.1.1 Subject to the change of law provisions of this Agreement, and pursuant to 47 CFR 51.319(d)(1)(i), "Dedicated Transport" means the Verizon transmission facilities, including all Technically Feasible capacity-related services including, but not limited to, DS1, DS3 and OCn levels, where facilities are currently available in Verizon's network, dedicated to a particular customer or carrier, that provide telecommunications between wire centers owned by Verizon or requesting telecommunications carriers, or between switches owned by Verizon or requesting telecommunications carriers.

10.1.2 Verizon shall offer unbundled and Non-Discriminatory access to Dedicated Transport.

10.1.3 When Dedicated Transport is provided as a circuit, Verizon shall be responsible for the engineering, provisioning, and maintenance of the underlying equipment and facilities that are used to provide Dedicated

1 Transport, and shall engage in such activities at Non-Discriminatory
2 Basis.

3
4 10.1.4 Subject to the change of law provisions in this Agreement, and
5 pursuant to 47 CFR 51.319 (d)(2)(ii), Verizon shall provide MCI with
6 use of all Technically Feasible transmission facilities, features, functions,
7 and capabilities of Dedicated Transport that MCI could use in the
8 provision of telecommunications services.

9
10 10.1.4.1 Subject to the change of law provisions in this
11 Agreement, and pursuant to 47 CFR 51.319(d)(2)(i), Verizon shall
12 provide MCI exclusive use of Dedicated Transport facilities,
13 features, functions, and capabilities.

14
15 10.1.4.2 Subject to the change of law provisions in this
16 Agreement, and pursuant to 47 CFR 51.319(d)(2)(iii), Verizon
17 shall permit, to the extent Technically Feasible, MCI to connect
18 Dedicated Transport to equipment designated by MCI, including,
19 but not limited to, MCI's collocated facilities.

20 21 **10.2 Technical Requirements**

22
23 This Section sets forth technical requirements for all Dedicated Transport.

24
25 10.2.1 Dedicated Transport shall provide MCI the same
26 survivability/redundancy that Verizon provides itself on a particular route.

27
28 10.2.2 MCI may request that Verizon provide additional physical
29 diversity. Verizon will provide such physical diversity where it is
30 available, at Verizon's prevailing additional charge, if any. If physical
31 diversity is not reasonably available in response to MCI's request, then
32 MCI may order such additional physical diversity by submitting a
33 request for special construction.

34
35 10.2.3 Dedicated Transport shall include DSX terminations at one or both
36 ends, as applicable, in Verizon's Central Office location.

37
38 10.2.4 Verizon shall offer DCS and multiplexing, both together with, and
39 separately from Dedicated Transport.

40
41 **10.3 Digital Cross Connect System (DCS).** At a minimum, Verizon shall
42 permit MCI, to the extent Technically Feasible, to obtain the functionality
43 provided by Verizon's DCS in the same manner that Verizon provides such
44 functionality to interexchange carriers.

1 10.3.1 Definition. DCS is a device which provides electronic cross-
2 connection of digital signal level 0 (DS0) or higher transmission bit rate
3 digital channels within physical interface facilities. Types of DCSs
4 include, but are not limited to, DCS 1/0s, where the nomenclature 1/0
5 denotes interfaces typically at the DS1 rate or greater with cross-
6 connection typically at the DS0 rate.

7
8 **10.3.2 DCS Technical Requirements**

9
10 10.3.2.1 DCS shall provide cross-connection of the channels
11 designated by MCIm, either through service orders or by using
12 Verizon's Intellimux capabilities.

13
14 10.3.2.2 Verizon shall continue to administer and maintain DCS,
15 including updates to the control software to current available
16 releases, at Parity.

17
18 10.3.2.3 Verizon shall provide various types of Digital Cross-
19 Connect Systems including:

20
21 10.3.2.3.1 DS0 cross-connects (typically termed DCS 1/0).

22
23 10.3.2.3.2 Additional DCS types shall be requested in
24 accordance with the BFR process set forth in Section [6] of
25 Part A of this Agreement.

26
27 10.3.2.4 Through Verizon's Intellimux service capabilities,
28 Verizon shall provide immediate and continuous configuration and
29 reconfiguration of the channels between the physical interfaces
30 (i.e., Verizon shall establish the processes to implement cross-
31 connects on demand, or permit MCIm control of such
32 configurations and reconfigurations).

33
34 10.3.2.5 Through Verizon's Intellimux service capabilities,
35 Verizon shall provide scheduled configuration and reconfiguration
36 of the channels between the physical interfaces (i.e., Verizon shall
37 establish the processes to implement cross-connects on the
38 schedule designated by MCIm, or permit MCIm to control such
39 configurations and reconfigurations).

40
41 10.3.2.6 DCS shall continuously monitor protected circuit packs
42 and redundant common equipment at Parity.

43
44 10.3.2.7 DCS shall automatically switch to a protection circuit
45 pack on detection of a failure or degradation of normal operation at
46 Parity.

1
2 10.3.2.8 The equipment used to provide DCS shall be equipped
3 with a redundant power supply or a battery back-up at Parity.
4

5 10.3.2.9 Verizon shall make available for DCSs handling MCIm
6 services, spare facilities, and equipment at Parity, necessary for
7 provisioning repairs.
8

9 10.3.2.10 Through Verizon's Intellimux service capabilities, at
10 MCIm's option, Verizon shall provide MCIm currently available
11 performance monitoring and alarm data.
12

13 10.3.2.11 At MCIm's option, Verizon shall provide MCIm with
14 the ability to initiate tests on DCS equipment. This will require
15 MCIm to provide additional facilities from the DCS, back to
16 MCIm's test center. The DCS can then be used to connect
17 MCIm's test center ports to other MCIm circuits.
18

19 10.3.2.12 Where available, DCS shall provide multipoint bridging
20 of multiple channels to other DCSs. MCIm may designate
21 multipoint bridging to be one-way broadcast from a single master
22 to multiple tributaries, or two-way broadcast between a single
23 master and multiple tributaries.
24

25 10.3.2.13 DCS shall multiplex lower speed channels onto a higher
26 speed interface and demultiplex higher speed channels onto lower
27 speed interfaces as designated by MCIm.
28

29 In addition, Verizon was to check on why OC-48 is not available where Verizon
30 deploys OC-48 (provision 10.1.1) and to review the following definition of Non-
31 Discriminatory Basis. Verizon had not replied to WorldCom regarding these issues at the
32 time this testimony was written.

33 NON-DISCRIMINATORY" or "NON-DISCRIMINATORY BASIS" means
34 (i) in the context of Network Elements, non-discriminatory as defined by the
35 FCC; and (ii) in all other contexts, that the Party shall perform the obligation or
36 provide the service in question on a non-discriminatory basis for all other
37 Telecommunications Carriers (including, but not limited to, itself, its Subsidiaries
38 or Affiliates, or any third party) and its customers, as required by Section 202(a)
39 of the Act, and/or Section 251 of the Act, as applicable.
40

1 **Q. Verizon claims that it does not have to undertake special construction in**
2 **order to provide WorldCom physical diversity. Do you agree?**

3 A. No. Verizon objects to the provision in Section 10.2.2 of WorldCom’s proposed
4 interconnection agreement that states that “if physical diversity is not reasonably
5 available in response to MCI’s request, then MCI may order such additional physical
6 diversity by submitting a request for special construction.” Verizon argues that this
7 provision is contrary to the Eighth Circuit’s ruling that a CLEC has “access only to an
8 incumbent LEC’s existing network -- not to a yet unbuilt superior one.”⁴

9 Verizon misunderstands Section 10.2.2 of WorldCom’s proposed interconnection
10 agreement. The reference to “special construction” in that section is to services offered
11 pursuant to the special construction provisions of Verizon’s interstate and intrastate
12 tariffs, and thus does not implicate the vacated “superior quality” rules or any other
13 unbundled element-related rules. The interconnection agreement language proposed by
14 WorldCom simply reaffirms that, in those instances where physical diversity is not
15 reasonably available, Verizon’s interstate and intrastate tariffs entitle WorldCom to order
16 such diversity by submitting a request for special construction.⁵ The Commission has
17 never suggested that an ILEC may refuse to allow CLECs to make use of both UNEs and
18 tariffed services together, except in the limited case of EELs, for reasons unrelated to any
19 implicated here. There is no legitimate reason for Verizon to deny to WorldCom what
20 Verizon provides to its retail customers (through its special construction tariff), and

⁴ Verizon Direct Testimony at 7 (citing Iowa Utilities Bd., 120 F.3d 813).

⁵ See, e.g., Verizon Telephone Companies Tariff FCC No. 6.

1 Verizon's refusal to provide the ability for WorldCom to offer physical diversity to its
2 customers is simple discrimination.

3

4 **Q. In its direct testimony, Verizon contends that it is under no obligation to**
5 **provide multiplexing as a feature or function of dedicated transport to WorldCom.**
6 **Do you agree?**

7 A. No. Verizon claims that WorldCom would be permitted to request multiplexing
8 only if multiplexing were first designated as an unbundled element in its own right.
9 Verizon claims further that, even if multiplexing were designated as an unbundled
10 element, a transport circuit that included multiplexing would "run afoul of the Eighth
11 Circuit ruling prohibiting the ordering of new combinations."⁶

12 Contrary to Verizon's suggestion, the absence of multiplexing from the
13 Commission's list of unbundled elements does not absolve Verizon of its obligation to
14 provide multiplexing functionality to requesting carriers. The ILECs' obligation to
15 provide multiplexing stems from the requirement that they provide all "features,
16 functions, and capabilities" of both the loop and transport elements.⁷ In the case of the
17 loop element, such features, functions, and capabilities include "attached electronics,
18 including multiplexing equipment used to derive the loop transmission capacity."⁸
19 Similarly, the definition of the transport element includes all technically feasible
20 capacity-related services, including those provided by electronics that are necessary

⁶ Verizon Direct Testimony at 6.

⁷ 47 C.F.R. §§ 51.319(a)(1); 51.319(d)(2)(ii).

⁸ UNE Remand Order ¶ 175.

1 components of the functionality of capacity-related services.⁹ The UNE Remand Order
2 specifically cites the NEC RC-28D, a type of DS-3/DS-1 multiplexer, as an example of
3 the electronics that are encompassed within the definition of unbundled transport.¹⁰
4

5 **Q. Verizon makes the novel argument that Verizon need provide only**
6 **“multiplexing in the middle” that is invisible to the requesting carrier, i.e., that**
7 **Verizon is under no obligation to allow the requesting carrier to specify a particular**
8 **multiplexing configuration. Do you agree?**

9 A. No, there is no merit to this claim. One of the “features, functions, and
10 capabilities” of a loop or transport circuit is that its capacity may be “channelized,” i.e.,
11 subdivided into several lower-capacity circuits. For example, it is technically feasible to
12 subdivide the capacity of a DS-3 circuit into several DS-1 and DS-0 channels.
13 Consequently, in order for Verizon to comply with its duty to provide requesting carriers
14 with all of the features, functions, and capabilities of the loop or transport element, it
15 must provide requesting carriers with the capability to configure channels within a loop
16 or transport facility. For example, Verizon must allow a CLEC that has ordered DS-3
17 unbundled transport to specify the multiplexing necessary to configure DS-1 and DS-0
18 channels within that DS-3. Pursuant to the UNE Remand Order, the only form of
19 technically feasible multiplexing that a requesting carrier may not specify is a Digital

⁹ UNE Remand Order ¶ 323.

¹⁰ UNE Remand Order ¶ 323 n. 637.

Subscriber Line Access Multiplexer (DSLAM), which the Commission deemed to be a component of the packet switch network element.¹¹

Q. Verizon contends that it need not provide digital cross-connect functionality because “the functionality of DCs is not something Verizon VA provides to interexchange carriers on an unbundled basis.”¹² Do you agree?

A. No. Section 51.319(d)(2)(iv) of the Commission’s rules states in the clearest possible terms that an ILEC must permit requesting carriers to obtain the functionality provided by the ILEC’s digital cross-connect systems in the same manner that the ILEC provides such functionality to interexchange carriers.¹³ Verizon acknowledges this rule in its Direct Testimony, but contends that it need not provide digital cross-connect functionality because “the functionality of DCS is not something Verizon VA provides to interexchange carriers on an unbundled basis.”¹⁴

Verizon’s contention that it does not provide IXCs with access to digital cross-connect systems is simply false. According to Verizon’s Tariff FCC No. 1, IXCs may use Verizon’s IntelliMux service to communicate instructions “to the digital cross-connect system(s) (DCSs) associated with the customer’s services to effect . . . reconfiguration.”¹⁵ Notably, the AT&T ex parte letter cited in the Local Competition Order’s discussion of DCSs “available for the termination of interexchange traffic” gives

¹¹ UNE Remand Order ¶ 175.

¹² Verizon Direct Testimony at 6.

¹³ 47 C.F.R. § 51.319(d)(2)(iv).

¹⁴ Verizon Direct Testimony at 6.

¹⁵ Verizon Tariff FCC No. 1, Section 7.2.12 (B).

1 Bell Atlantic's IntelliMux service as an example of such a DCS.¹⁶ Because Verizon
2 permits IXC's to use DCS functionality using IntelliMux, Section 51.319(d)(2)(iv) of the
3 Commission's rules requires Verizon to permit CLECs to use DCS functionality through
4 Verizon's IntelliMux capabilities.

5
6 **Issue IV-23**

7 **(Call Related Databases)**

8 **Q. What is WorldCom's position on this issue?**

9 A. WorldCom believes that the Interconnection Agreement should include detailed
10 provisions setting forth the availability of call related databases including, but not limited
11 to, LIDB, the Toll Free Number Database, number portability databases, 911 and E911
12 databases, and AIN databases. As explained in our Direct Testimony, WorldCom and
13 Verizon disagree in a critical way about the extent to which this language would permit
14 WorldCom to make use of call-related databases.

15
16 **Q. What is the status of this issue?**

17 A. During the mediation, Verizon agreed to the contract language proposed by
18 WorldCom concerning call-related databases except that Verizon also proposed to
19 impose a restriction on WorldCom's right to use the LIDB database. The contract
20 language that was agreed to is:

¹⁶ Local Competition Order ¶ 444 n.990 (citing letter from Bruce K. Cox, AT&T to William F. Caton, Acting Secretary FCC, July 18, 1996).

Section 13. Call Related Databases and AIN

13.1 Definition

13.1.1 "Call Related Databases" are the Network Elements that provide the functionality for storage of, and access to, information required to route and complete a particular call. Call Related Databases include, but are not limited to: LIDB, Toll Free Number Database, Calling Name database, number portability databases, 911 and E911 databases, and AIN databases.

13.1.2 A Service Control Point (SCP) is a specific type of database Network Element deployed in a Signaling System 7 (SS7) network that executes service application logic in response to SS7 queries sent to it by a switching system also connected to the SS7 network.

13.2 Technical Requirements for Call Related Databases

Requirements for Call Related Databases within this section address storage of information, access to information (e.g., signaling protocols, response times), and administration of information (e.g., provisioning, administration, and maintenance). All Call Related Databases shall be provided to MCIm in accordance with the following requirements, except where such a requirement is superseded by specific requirements set forth in Subsections [13.3] through [13.6]

13.2.1 Verizon shall provide physical interconnection to SCPs through the SS7 network and protocols, as specified in Section [12] of this Attachment, with TCAP as the application layer protocol.

13.2.2 Verizon shall provide physical interconnection to databases via existing interfaces and industry standard interfaces and protocols (e.g., 56 Kb TCP/IP).

13.2.3 The reliability of interconnection options shall be consistent with requirements for diversity and survivability as specified in Section [12] of this Attachment (which applies to both SS7 and non-SS7 interfaces).

13.2.4 Call Related Database functionality shall be available at Parity. If, based on information available through the process set forth in Section [3], MCIm believes the functionality is inadequate to meet its needs, it may initiate a BFR.

13.2.5 Verizon shall complete database transactions (i.e., add, modify, delete) for MCIm subscriber records stored in Verizon databases at Parity.

13.2.6 Verizon shall provide database maintenance consistent with the maintenance requirements as specified in this Agreement (e.g., notification of Verizon network affecting events, testing)

13.2.7 Verizon shall provide billing and recording information to track database usage consistent with connectivity billing and recording requirements for Call Related Databases as specified in this Agreement (e.g., recorded message format and content, timeliness of feed, data format and transmission medium)

13.2.8 Verizon shall provide Call Related Databases in accordance with the physical security requirements specified in this Agreement

13.2.9 Verizon shall provide Call Related Databases in accordance with the logical security requirements specified in this Agreement

13.3 Line Information Database (LIDB)

This Section [13.3] defines and sets forth additional requirements for the Line Information Database. This Subsection 13.3 supplements the requirements of Section [13.2] and [13.5]

13.3.1 Definition. LIDB is a transaction-oriented database accessible through CCS networks. It contains records associated with subscriber line numbers and special billing numbers (in accordance with the requirements in the technical reference in GR-1158-CORE OSSGR, Section 22.3). LIDB accepts queries from other Network Elements, or MCI's network, and provides appropriate responses. The query originator need not be the owner of LIDB data. LIDB queries include functions such as screening billed numbers that provides the ability to accept collect or third number billing calls and validation of telephone line number based non-proprietary calling cards. The interface for the LIDB functionality is the interface between the Verizon CCS network and other CCS networks. LIDB also interfaces to administrative systems. The administrative system interface provides Verizon work centers with an interface to LIDB for functions such as provisioning, auditing of data, access to LIDB measurements and reports.

13.3.2 Technical Requirements

13.3.2.3 Verizon shall enable MCI to store in Verizon's LIDB any subscriber line number or special billing number record (in accordance with the technical reference in GR-1158-CORE OSSGR, Section 22.3), whether ported or not, regardless of the number's NPA-NXX or NXX-0/1XX, in accordance with standard industry practices.

1
2 13.3.2.4 Verizon shall perform the following LIDB functions
3 (i.e., processing of the following query types as defined in the
4 technical reference in GR-1158-CORE OSSGR, Section 22.3) for
5 MCI's subscriber records in LIDB

6 13.3.2.4.1 Billed number screening (provides information such
7 as whether the billed number may accept collect or third number
8 billing calls); and
9

10 13.3.2.4.2 Calling card validation.
11

12 13.3.2.5 Verizon shall process MCI's subscriber records in
13 LIDB at least at Parity with Verizon subscriber records, with
14 respect to other LIDB functions (as defined in the technical
15 reference in GR-1158-CORE OSSGR, Section 22.3). Verizon
16 shall indicate to MCI what additional functions (if any) are
17 performed by LIDB in Verizon's network
18

19 13.3.2.6 Within two (2) weeks after a request by MCI, Verizon
20 shall provide MCI with a list of the subscriber data items which
21 MCI would have to provide in order to support billed number
22 screening and calling card validation. The list shall indicate which
23 data items are essential to LIDB function, and which are required
24 only to support certain services. For each data item, the list shall
25 show the data formats, the acceptable values of the data item and
26 the meaning of those values
27

28 13.3.2.7 Verizon shall provide LIDB systems with rates of
29 operating deficiencies at Parity. If, based on information available
30 through the process set forth in Section [3], MCI believes that the
31 rate of deficiencies is inadequate to meet its needs, it may initiate a
32 BFR.
33

34 13.3.2.8 Verizon shall provide MCI with the capability to
35 provision (e.g., to add, update, and delete) NPA-NXX and NXX-
36 0/IXX group records, and line number and special billing number
37 records, associated with MCI subscribers, directly into Verizon's
38 LIDB provisioning process
39

40 13.3.2.9 As directed by MCI, in the event that end user
41 subscribers change their local service provider, Verizon shall
42 maintain subscriber data (for line numbers, card numbers, and for
43 any other types of data maintained in LIDB), as mutually agreed
44 by the Parties, so that such subscribers shall not experience any
45 interruption of service, except for any interruption associated with

1 a LIDB-only service order transaction at Parity. MCI shall
2 submit LIDB updates on a timely basis
3

4 13.3.2.10 All additions and updates of MCI data to the LIDB
5 shall be solely at the direction of MCI. Verizon will process
6 orders from other CLECs or from Verizon for subscribers that
7 choose to migrate from MCI to another provider
8

9 13.3.2.11 Verizon shall provide priority updates to LIDB for
10 MCI data upon MCI's request (e.g., to support fraud
11 protection) at Parity
12

13 13.3.2.12 Verizon shall accept queries to LIDB associated with
14 MCI subscriber records, and shall return responses in accordance
15 with the requirements of this Section [13]
16

17 **13.4 Toll Free Number Database**

18
19 The "Toll Free Number Database" is an SCP that provides functionality
20 necessary for toll free (e.g., 800 and 888) number services by providing routing
21 information and additional features during call set-up in response to queries from
22 SSPs. This Section [13.4] supplements the requirements of Section [13.2] and
23 [13.5]. Verizon shall provide the Toll Free Number Database in accordance with
24 the following
25

26 **13.4.1 Technical Requirements**

27
28 13.4.1.1 Verizon shall make the Verizon Toll Free Number
29 Database available for MCI to query, from MCI's designated
30 switch including Local Switching, with a toll-free number and
31 originating information
32

33 13.4.1.2 The Toll Free Number Database shall return carrier
34 identification and, where applicable, the queried toll free number,
35 translated numbers and instructions as it would in response to a
36 query from a Verizon switch
37

38 **13.4.2 Interface Requirements**

39
40 The signaling interface between the MCI or other local switch and the
41 Toll Free Number Database shall use the TCAP protocol, together with the
42 signaling network interface.
43

44 **13.5 Advanced Intelligent Network (AIN) Access, Service Creation** 45 **Environment and Service Management System (SCE/SMS) Advanced** 46 **Intelligent Network Access**

1
2 13.5.1 Verizon shall provide access to any and all non-proprietary
3 Verizon service applications resident in Verizon's SCP. Verizon shall
4 identify to MCIIm any such proprietary services, and identify the basis for
5 such designation. Such access may be from MCIIm's switch or Verizon's
6 unbundled local switch
7

8 13.5.2 SCE/SMS AIN access shall provide MCIIm the ability to create
9 service applications in the Verizon SCE and deploy those applications via
10 the Verizon SMS to the Verizon SCP using the same processes Verizon
11 uses to deploy its own AIN-based services. This interconnection
12 arrangement shall provide MCIIm access to the Verizon development
13 environment in a manner at least at Parity with Verizon's ability to deliver
14 its own AIN-based services. SCE/SMS AIN Access is the creation and
15 provisioning of AIN services in the Verizon network.
16

17 13.5.3 Verizon shall make SCE hardware, software, testing and technical
18 support (e.g., help desk, system administrator) resources available to
19 MCIIm. Scheduling of SCE resources shall allow MCIIm at least equal
20 priority to Verizon
21

22 13.5.4 The Verizon SCE/SMS shall allow for multi-user access. Source
23 code (i.e., AIN service applications and process flow design developed by
24 an MCIIm service designer/creator to provide AIN based services)
25 management and other logical security functions will be provided
26

27 13.5.5 Verizon shall provide reasonable protection to MCIIm service logic
28 and data from unauthorized access, execution or other types of
29 compromise
30

31 13.5.6 Verizon or a designated vendor shall provide for service creation
32 training, documentation, and technical support of MCIIm development
33 staff at Parity with that provided to Verizon's own development staff.
34 Training sessions shall be "suitcased" to MCIIm facilities or delivered at
35 Verizon facilities at MCIIm's cost, at MCIIm's discretion, subject to
36 vendor's requirements
37

38 13.5.7 When MCIIm selects SCE/SMS AIN access, Verizon shall provide
39 for a secure, controlled access environment on-site as well as via remote
40 data connections (i.e., ISDN circuit switched data)
41

42 13.5.8 When MCIIm selects SCE/SMS AIN access, Verizon shall allow
43 MCIIm to transfer data forms and/or tables to the Verizon SCP via the
44 Verizon SMS (e.g., service customization and subscriber subscription) in a
45 manner consistent with how Verizon provides that capability to itself
46

1 13.5.9 When MCIIm selects SCE/SMS AIN access for providing services
2 on MCIIm's network, the Parties will work cooperatively to resolve
3 technical and provisioning issues.
4

5 **Q. What is LIDB and how does it work?**

6 A. LIDB stands for Line Information Database. It is a database used for validating
7 calling card, collect call, and third party call information. When a 0+ or 0- call is
8 initiated, a billing number service ("BNS") validation query is initiated. After checking
9 WorldCom's own internal servers, queries are aggregated by switch location and sent out
10 over the SS7 network to one of several service control points around the country hosting
11 a LIDB database. The query provides ANI information from both caller and recipient, as
12 well as the point code from the originating carrier to identify which entity is initiating the
13 query. Once received, the LIDB database provider initiates a positive or negative
14 authorization code. The call proceeds if a positive response code is received and blocked
15 if a denied response code is returned.

16
17 **Q. Verizon proposes to restrict WorldCom's use of the LIDB database to local**
18 **calls only. Please comment on this proposed restriction.**

19 A. Section 251 (c)(3) of the Act makes it clear that WorldCom can use unbundled
20 network elements for the provision of any telecommunications service. Exchange access
21 services are telecommunications services. The Commission has noted that "section 251
22 (c)(3) provides that carriers may request unbundled elements to provide a
23 telecommunications service, and interexchange services are a telecommunications

1 service.”¹⁷ WorldCom is entitled to access the LIDB database as an unbundled network
2 element for use in the provision of all telecommunications services.

3

4 **Q. Verizon claims that WorldCom should have access to LIDB at TELRIC**
5 **Rates only for use in completing local calls. Do you agree with this?**

6 A. No, I do not. FCC rule 51.309(a) is very clear that ILECs are not allowed to place
7 use restrictions on CLECs’ access to UNEs:

8 An incumbent LEC shall not impose limitations, restrictions, or requirements on
9 requests for, or the use of, unbundled network elements that would impair the
10 ability of a requesting telecommunications carrier to offer a telecommunications
11 service in the manner the requesting telecommunications carrier intends.¹⁸

12

13 When WorldCom, as a CLEC, seeks access to Verizon’s unbundled LIDB in
14 order to provide exchange access services to interexchange carriers (“IXCs”), Verizon is
15 legally required to provide that access.

16

17 **Q. What are the practical consequences of Verizon’s plan to impose a ‘Local-**
18 **Only’ use restriction on access to LIDB?**

19 A. As a practical matter the use restriction proposed by Verizon is equivalent to
20 denying WorldCom access to this UNE altogether because LIDB is used almost
21 exclusively in connection with toll calls. Because the Commission expressly identified
22 LIDB as a database that must be unbundled, Verizon’s proposal effectively violates a
23 clear FCC ruling.

¹⁷ Local Competition Order ¶ 342.

¹⁸ 47 C.F.R. § 51.309(a).

1 **Q. Have Verizon and others proposed restrictions on the use of unbundled**
2 **network elements before?**

3 A. Yes. In the Local Competition Order the Commission specifically rejected the
4 various use restrictions proposed at that time: “The incumbent LEC’s are arguing in
5 effect, that we should read into the current statute a limitation on the ability of carriers to
6 use unbundled network elements, despite the fact that no such limitation survived the
7 Conference Committee’s amendments to the 1996 Act.”¹⁹ The Commission noted that

8 We agree with the Illinois Commission, the Texas Public Utility Counsel, and
9 others that this language [section 251 (c)(3)] bars incumbent LECs from imposing
10 limitations, restrictions, or requirements on the request for, or the sale or use of,
11 unbundled elements that would impair the ability of requesting carriers to offer
12 telecommunications services in the manner they intend. For example, incumbent
13 LECs may not restrict the types of telecommunications services requesting
14 carriers may offer through unbundled elements.”²⁰

15

16 **Q. Verizon argues that it “is an unacceptable practice and inappropriate under**
17 **a local interconnection agreement” for WorldCom to aggregate all the traffic of its**
18 **IXC affiliates and divert that traffic from the existing point codes of those IXC**
19 **affiliates to the point code designated for WorldCom’s CLEC traffic. Do you agree?**

20 A. No. WorldCom, as a CLEC, seeks access to LIDB in order to provide exchange
21 access services to all IXC customers on a nondiscriminatory basis. The Communications
22 Act defines “local exchange carrier” as “any person that is engaged in the provision of

¹⁹ Local Competition Order ¶ 359

1 telephone exchange service or exchange access.” WorldCom’s IXC affiliates would be
2 treated no differently from other customers of WorldCom’s exchange access service.
3 This is fully consistent with FCC rule 51.309(a) and appropriate under a local
4 interconnection agreement.

5 In its testimony, Verizon states that “Verizon VA will be unable to allocate and
6 track which of the queries transmitted from WorldCom’s CLEC point code are
7 interexchange and which are actually WorldCom local calls.” This may (or may not) be
8 true. What is clear, however, is that it is irrelevant. Verizon has no need to know which
9 queries are for local calls and which are for exchange access calls in order to provide
10 WorldCom with the access to the LIDB that the Act requires. Indeed, Verizon’s only
11 possible use of such information would be to charge above-cost rates for access to LIDB
12 when such access is used to offer exchange access service. The Act, however, does not
13 allow Verizon to do so, but instead mandates that WorldCom be allowed to use LIDB to
14 provide both telephone exchange service and exchange access service.

15

16 **Q. Is the use restriction proposed by Verizon discriminatory?**

17 A. Yes. The restriction proposed by Verizon is inconsistent with Verizon’s own
18 operations. Verizon has access to LIDB for billing its toll as well as local traffic.
19 Moreover, Verizon provides access to LIDB to interexchange carriers for use in
20 connection with toll calls. Since Verizon offers this service, WorldCom has the right to
21 do likewise. Verizon uses the LIDB network element to offer the LIDB functionality to
22 IXCs as a service in its access tariff. The nondiscriminatory provisions of the Act, and
23 FCC rules, require Verizon to provide WorldCom access to the LIDB network element to

²⁰ Id. ¶ 292

1 be afforded the opportunity to provide the same exchange access service. The use
2 restriction proposed by Verizon is prohibited by its obligation to provide
3 “nondiscriminatory access to network elements on an unbundled basis.”²¹ The
4 Commission’s rules also make it clear that a CLECs access to a UNE must be equal to
5 that which the ILEC provides to itself.²²

6
7 **Q. Didn’t the FCC adopt a use restriction similar to that proposed by Verizon**
8 **here in its Supplemental Order Clarification?**

9 A. Yes, but that use restriction was both temporary and extremely limited – it was
10 designed to prevent the IXCs from converting their bases of leased access circuits to
11 UNEs when they provide long-distance services, to give the Commission the opportunity
12 to consider the ILECs’ claims that such conversions would lead to a substantial loss of
13 implicit universal service subsidies. No such claims are made here.

14
15 **Issue IV-29**

16 **(Inside Wire)**

17 **Q. What is the status of this issue?**

18 A. Verizon did not address this issue in its Direct Testimony on mediated issues filed
19 August 17, 2001. In its August 31, 2001, Verizon indicates this issue is resolved. We
20 understand that to mean that Verizon has agreed to the following language:

21 4.1 Definition. Loop means a transmission facility between a distribution frame,
22 or its equivalent, in a Verizon central office or wire center, and the loop
23 demarcation point at an end-user customer premises. Based on Verizon’s

²¹ 47 U.S.C. § 251 (c)(3)

²² 47 C.F.R. § 51.311(b)

1 assertion that neither Verizon nor its Affiliates own any inside wire in Virginia,
2 the Loop does not include inside wire. The Loop includes all features, functions,
3 and capabilities of this transmission facility including, but not limited to, dark
4 fiber, attached electronics (except those electronics used for provision of
5 advanced services, such as DSLAMs), and line conditioning. When Verizon
6 provides MCIm with a Loop, MCIm will have exclusive use of this Loop element.
7 The Loop may be used to provide modes of transmission that include, but are not
8 limited to, two-wire and four-wire analog voice-grade transmission, and two-wire
9 and four-wire transmission of ISDN, ADSL, HDSL, and DS1, DS3, fiber, and
10 other high capacity signals.

11
12 4.3.1 Definition. The Subloop is any portion of the Loop that is
13 Technically Feasible to access at terminals in Verizon's outside plant.
14 Based on Verizon's assertion that neither Verizon nor its Affiliates own
15 any inside wire in Virginia, the Subloop does not include, inside wire. An
16 accessible terminal is any point on the Loop where technicians can access
17 the wire or fiber within the cable without removing a splice case to reach
18 the wire or fiber within, including, but not limited to, the pole or pedestal,
19 the NID, the minimum point of entry, the single point of interconnection,
20 the main distribution frame, the remote terminal, and the Loop
21 Feeder/Distribution interface

22
23 4.3.3 Verizon shall not interfere with MCIm's access to inside wire at any
24 point including, but not limited to, the NID or the minimum point of entry.
25 "Inside wire" is all wire facilities on the customer side of the NID,
26 including inside the customer's premise.

27
28 4.3.5 In addition to its obligation to provide Non-Discriminatory access to
29 its Subloops under Section [4.3.2], Verizon shall provide MCIm a single
30 point of interconnection at multi-unit premises that is suitable for use by
31 multiple carriers. The Parties shall in good faith negotiate reasonable
32 terms and conditions regarding a single point of interconnection,
33 including, but not limited to, compensation to Verizon under forward-
34 looking pricing principles. If such negotiations fail to produce a mutually
35 agreeable solution within sixty (60) days after one Party's request to
36 initiate such negotiations, either Party may seek resolution under the
37 Dispute Resolution provision of Part A of this Agreement

1 **Issue VI-1(E)**

2 **(UNE Restrictions/Changes in Applicable Law)**

3 **Q. What is WorldCom's position on this issue?**

4 A. WorldCom believes that the Interconnection Agreement should not contain a
5 separate change of law provision specific to UNEs. The change of law provisions
6 governing the entire Interconnection Agreement are set forth in the general terms and
7 conditions and are disputed under Issue IV-113. Furthermore, Verizon's proposed
8 language is not in the public interest because it jeopardizes the ability of customers to
9 receive service and it is anticompetitive.

10
11 **Q. Verizon asserts that the 'UNE Change of Law' provision it proposes properly**
12 **gives precedence to orders (which lessen its obligations to provide UNEs) over the**
13 **terms of the interconnection agreement. Do you agree?**

14 A. No. These provisions allow Verizon to continue its quest to escape its
15 Section 251(c)(3) obligations by superseding the provisions of the interconnection
16 agreement with Verizon's unilateral interpretation of a Commission, FCC or court order
17 regarding network elements.

18
19 **Q. Why do you say that Verizon will supersede the provision of the agreement**
20 **with its unilateral interpretation of an order?**

21 A. The Verizon panel specifically notes that it should not have to negotiate with
22 WorldCom in this situation. Thus, if Verizon unilaterally determines that the effect of an
23 Order is to relieve it of an obligation under Section 251 Verizon will give notice that in

1 45 days, access to the UNE will be denied, no matter how unreasonable Verizon's
2 interpretation of the law.

3

4 **Q. Does Verizon offer a reasonable implementation period for withdrawal of**
5 **access to a UNE?**

6 A. No. Verizon reserves the right to unilaterally discontinue offering network
7 elements that Verizon determines it is no longer required to provide WorldCom under the
8 applicable law. The 45-day grace period offered by Verizon before access to a UNE is
9 withdrawn is not reasonable. Verizon's proposed language jeopardizes the ability of
10 customers to receive service and it is anti-competitive. It is not reasonable to expect that
11 WorldCom could make alternative arrangements to replace a withdrawn UNE in 45 days.
12 Such action could have serious impact on customers served by WorldCom.

13

14 **Q. Does Verizon propose a similar 'no negotiation' regime when an order adds**
15 **to Verizon's obligations?**

16 A. No. Verizon's proposal leaves to an open-ended and potentially drawn out
17 negotiation process the terms, conditions, and pricing of any network elements that
18 Verizon must provide when applicable law adds to Verizon's obligations. Verizon's
19 position is that changes in law which add to its obligations require a contract amendment
20 (and a negotiation) whereas changes in law which subtract from its obligations do not
21 require a contract amendment and can be implemented by Verizon unilaterally.

1 **Q. Is a special change of law provision for UNEs needed?**

2 A. No. Verizon provides absolutely no explanation why a separate change of law
3 provision is needed. Nor does it make any effort to refute WorldCom's contention that
4 the change of law provisions governing the entire interconnection agreement should also
5 govern how the Parties address, negotiate, and if necessary, seek to resolve disagreement
6 over an amendment arising from a change in the regulations with respect to network
7 elements. There is no reason to treat a change of law with respect to network elements
8 differently than a change in law with respect to anything else. Verizon offers no reason
9 why the provision of network elements should be carved out for separate and disparate
10 treatment from other Section 251 obligations.

11

12 **Q. Verizon claims that Section 1.2 of its UNE attachment is an "Anti-Gaming"**
13 **provision.²³ Is this correct?**

14 A. No. Verizon's Section 1.2 is not an "anti-gaming" provision, it is an
15 anticompetitive provision since it would impose discriminatory limitations on
16 WorldCom's access to unbundled network elements. Verizon first asserts that it has no
17 duty to construct or deploy new facilities or equipment to offer any UNE. Verizon's
18 proposal is flatly discriminatory. It would, for example, permit Verizon to refuse
19 provisioning of a loop to a WorldCom customer's premise because facilities do not exist
20 and then to deploy the loop facility so that Verizon's retail arm can serve the customer.
21 See Verizon's Proposed ICA, UNE Attachment, §1.2(b). In addition to being
22 discriminatory, Verizon's proposed Section 1.2 is contrary to the Act's requirements. See

²³ Verizon VA's Direct Testimony on Mediation Issues, General Terms and Conditions, Christos Antoniou, Michael A. Daly, Steven J. Pitterle, August 17, 2001 at 49.

1 Section 251(c)(3). Verizon’s proposed language restricts the network elements that
2 Verizon must offer WorldCom only to those that currently exist, as they are currently
3 connected, in Verizon’s network even if Verizon would routinely deploy or combine
4 those elements for its own customers. Thus, unless the very loop that WorldCom
5 requests is already physically connected to the switch port that WorldCom also requests,
6 Verizon has no obligation under Verizon’s proposed contract to make those network
7 elements available to WorldCom. This would preclude WorldCom from offering service
8 to a customer via a second line, for example, when that second line is not already fully
9 connected and operational.

10 Verizon’s contract is even more anti-competitive, because it also includes
11 language that prohibits a potential WorldCom customer from ordering service from
12 Verizon (which requires deployment of facilities) and then migrating his/her service to
13 WorldCom. See id. This provision, in combination with the provision discussed above,
14 locks the customer into Verizon service. The first provision prohibits the customer from
15 receiving service from WorldCom in the first instance and forces the customer to take
16 service from Verizon. The second provision then prevents the customer from migrating
17 service to WorldCom once he or she has established service from Verizon. Thus, if
18 Verizon’s language was accepted, Verizon would be able to prevent many customers
19 from ever obtaining competitive telephone service. That cannot fairly be described as an
20 “anti-gaming” proposal.

1 **Q. Does Verizon provide testimony to support the remaining terms it proposes**
2 **under issue VI-1(E)?**

3 A. No.

4

5 **Q. Could you provide comments on these terms?**

6 A. The first sentence of Verizon's proposed Section 1.3 is permissible as long as it is
7 understood that the applicable law, namely Section 251(c)(3), permits WorldCom to use
8 network elements purchased from Verizon in the provision of telecommunications
9 services. No other restrictions are permissible under the Act. The remainder of Verizon's
10 proposed Section 1.3 is objectionable because it appears to detract and, notwithstanding
11 its language, "limit" the first sentence.

12 Verizon also includes a provision indicating that nothing in the Interconnection
13 Agreement constitutes an agreement by Verizon that any item identified in the
14 Agreement is in fact a network element Verizon is required by applicable law to provide
15 to CLECs on an unbundled basis. See Verizon's Proposed ICA §1.6. The purpose of this
16 caveat is unclear, but it certainly appears to undercut Verizon's contractual obligation to
17 provide UNEs.

18 Verizon's proposed Section 1.6 appears to be an attempt to reserve Verizon's
19 right to refuse to honor its Section 251(c)(3) obligations and the obligations to provide
20 specific network elements to competing carriers. Its phrasing is objectionable because
21 either through negotiation or by arbitration order, Verizon must agree to provide the
22 network elements set forth in this agreement. Section 1.6 appears to permit Verizon to
23 claim shortly after the agreement becomes effective that Verizon is no longer required to

1 provide a specific network element to WorldCom. If this proposed section is, to the
2 contrary, intended to be only a reservation of rights by Verizon, then WorldCom suggests
3 altering the phrasing to state, “Nothing contained in this Agreement should be construed
4 to waive Verizon’s right to argue or assert that any item identified in this Agreement as a
5 UNE is . . .”. Further, if the contract is to become a forum in which the parties
6 memorialize and restate their regulatory positions, Verizon should permit, and
7 WorldCom requests, that the following be added as a reciprocal reservation of rights:
8 Nothing contained in this Agreement should be construed to waive WorldCom’s right to
9 argue or assert that the only restriction applicable to WorldCom’s use of a network
10 element is that such element be used in the provision of telecommunications services.

11 For all the reasons stated above, Verizon’s proposed Sections 1.1 through 1.6
12 should be excluded from the interconnection agreement.

13
14 **Issue VI-1(J)**

15 **(Non-251 Services)**

16 **Q. What is the status of this issue?**

17 A. This issue has been resolved.
18

19 **Issue VI-1(T)**

20 **(Verizon’s Network Upgrades)**

21 **Q. What is the status of this issue?**

22 A. This issue has been resolved by inclusion of the following language:

23 Notwithstanding any other provision of this Agreement but in accordance with the
24 requirements of Section 251(c)(5) of the Act and the FCC’s implementing

1 regulations thereunder, Verizon shall have the right to deploy, upgrade, migrate
2 and maintain its network at its discretion. The Parties acknowledge that Verizon,
3 at its election, may deploy fiber throughout its network and that such fiber
4 deployment may inhibit or facilitate MCI's ability to provide service using
5 certain technologies. Nothing in this Agreement shall limit Verizon's ability to
6 modify its network through the incorporation of new equipment or software or
7 otherwise. MCI shall be solely responsible for the cost and activities associated
8 with accommodating such changes in its own network, unless otherwise required
9 by Applicable Law. Nothing in this Section limits MCI's right to challenge in
10 an appropriate forum network deployment plans of Verizon.
11

12 **Issue VI-3(b)**

13 **(Technical Standards and Specifications)**

14 **Q. What is WorldCom's position on this issue?**

15 A. WorldCom believes that it should have access to network elements at parity, and
16 to information adequate to assure that it is being provided with network elements at
17 parity. As we stated in our Direct Testimony on this issue, Verizon's proposal to delete
18 Section 3 of Attachment III of WorldCom's proposed Interconnection Agreement would
19 delete language that spells out Verizon's obligation to provide non-discriminatory access
20 to UNEs applies to the areas of design quality, performance, features, functions, and
21 capabilities, and other characteristics such as power, diversity and security requirements.
22 Section 3 of Attachment III also specifies that Verizon will provide reasonably available
23 data sufficient for WorldCom to determine that these requirements are being met.
24 Verizon offers no plausible reason why this provision should be deleted from the
25 Interconnection Agreement.

1 **Q. What is the status of this issue?**

2 A. In its Direct Testimony filed August 17, 2001, Verizon stated that this issue is still
3 under consideration, but did not file any substantive testimony to which we can
4 respond.²⁴ On Friday, August 31, 2001, Verizon submitted direct testimony on this and
5 other issues. If the Commission accepts this late-filed testimony, we will provide rebuttal
6 testimony on a schedule determined by the Commission.

7

8 **Q. Does this conclude your testimony?**

9 A. Yes.

²⁴ Verizon VA's Direct Testimony on Mediation Issues, Unbundled Network Elements, Margaret Detch, et al, August 17, 2001 at 18.

**BEFORE THE
FEDERAL COMMUNICATIONS COMMISSION**

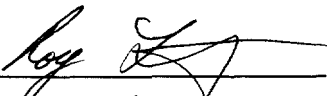
In the Matter of)
Petition of WorldCom, Inc. Pursuant)
to Section 252(e)(5) of the)
Communications Act for Expedited)
Preemption of the Jurisdiction of the)
Virginia State Corporation Commission)
Regarding Interconnection Disputes)
with Verizon-Virginia, Inc., and for)
Expedited Arbitration)

CC Docket No. 00-218

**AFFIDAVIT OF ROY LATHROP,
CHUCK GOLDFARB AND ALAN BUZACOTT**

The undersigned, being of lawful age and duly sworn on oath, certifies the following:

I, Roy Lathrop, declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information and belief.



Roy Lathrop

Subscribed and Sworn to before me this
5th day of September, 2001.



Notary Public

MARIA A. ROSSEL
Notary Public District of Columbia
My Commission Expires: 2/14/2006

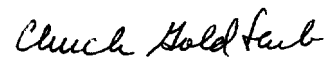
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Expedited Arbitration)	

**AFFIDAVIT OF ROY LATHROP,
CHUCK GOLDFARB AND ALAN BUZACOTT**

The undersigned, being of lawful age and duly sworn on oath, certifies the following:

I, Chuck Goldfarb, declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information and belief.



Chuck Goldfarb

Subscribed and Sworn to before me this

4 day of September, 2001.

~~Capricia Galloway~~

Notary Public, District of Columbia

My Commission Expires 07-15-2006

Notary Public

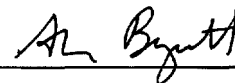
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Expedited Arbitration)	

**AFFIDAVIT OF ROY LATHROP,
CHUCK GOLDFARB AND ALAN BUZACOTT**

The undersigned, being of lawful age and duly sworn on oath, certifies the following:

I, Alan Buzacott, declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information and belief.



Alan Buzacott

Subscribed and Sworn to before me this
4 day of September, 2001.

Capricia Galloway
Notary Public, District of Columbia
~~My Commission Expires 07-15-2006~~

Notary Public